

Appl. No. 09/971,797
Amdt. dated January 20, 2004

REMARKS

Please charge the Deposit Account of the undersigned attorneys, Account No. 01-1785, for the three added dependent claims.

Claims 1-10, 12 and 14-35 are presented for examination.

New Claims 33-35 repeat allowable Claim 23 dependent on independent Claims 1, 20 and 24, respectively.

The independent claims have been amended to indicate that the nonwoven provided is formed of fibers "of a poly (monoolefin)." See page 11, lines 14-18. Webs formed of such fibers alone (e.g., polypropylene webs) are non-elastic, as evidenced by the fact that Marmon et al. U.S. 6,465,073 required "an elastic sheet" to be laminated to his polypropylene web.

Claims 1-7, 10 and 15-27 are rejected as anticipated by the French Publication No. 2,411,260. Claims 1-3, 10, 15-21, and 24-25 are rejected under 35 U.S.C. 102(e) as anticipated by Lunn, et al. U.S. 4,999,325 in view of the attached magnified printout of FIG. 2 thereof. Claims 1-3, 10, 15-21 and 45 are rejected as anticipated under 35 U.S.C. Section 102(e) as anticipated by Marmon, et al. U.S. 6,465,073.

Applicant respectfully submits that the last two Section 102 anticipation rejections are improper as applied to Applicant's Claims 17 and 18 since neither Lunn nor Marmon discloses substantially oval or circular bonding points, as called for by Claims 17 and 18, respectively. In this connection, Applicant notes the absence of any anticipation

Appl. No. 09/971,797

Amdt. dated January 20, 2004

rejections based upon Lunn or Marmon relative to the oval bonding points of Claims 4-7 or the circular bonding points of Claims 8-9.

MARMON

Marmon teaches a stretchable ("elastic," as claimed by Marmon) nonwoven being treated with a plurality of bond lines in one or more regions thereof to control (that is, limit) the stretch properties of the nonwoven. In one region the bonded lines extend in the MD, while in another region the bond lines extend in the CD (see FIGS. 8A-8B). In other words, MD-extending bond lines in one region of an elastic web will decrease the MD extendability of that region, while CD-extending bond lines in another region of the elastic web will decrease the CD extendability of that region.

The limited teaching of Marmon is summarized by the patentee in his statement (col. 7, lines 8-11), "in accordance with this invention, the stretchability of the elastomeric nonwoven web in one or more directions and regions can be reduced or effectively eliminated by applying bonded lines to the nowoven web." There is no suggestion that the regular pattern of bonding points applied by Marmon to the nonwoven web define "a total bonding area along the second direction greater than along the first direction" or that the bonding points form "a uniform pattern of bond density in the first direction different from the uniform pattern of bond density in the second direction," both as required by Claim 1.

Appl. No. 09/971,797
Amdt. dated January 20, 2004

Applicant's independent claims have been amended to specify that the nonwoven is formed of fibers "of a poly (monoolefin)"; such a nonwoven is essentially non-elastic, and Marmon teaching nothing regarding how to vary the extendability of an essentially non-elastic nonwoven.

LUNN

Lunn is directed to a wound closure tape comprising a nonwoven fabric having a pressure sensitive adhesive uniformly disposed over one surface thereof. The nonwoven fabric is embossed with rectangles (with one dimension longer than the other) with the rectangles extended in one direction alternating "in both the X and Y directions" with the rectangles extended in the orthogonal (i.e., perpendicular) direction (col. 3, lines 9-21). The cited passage represents the only text dealing with the difference in orientation of the rectangles, and it does not suggest that the area of any one rectangle may or should vary from the area of any other rectangle. The cited passage does not suggest that the spacing of the rectangles may or should vary in one direction or the other direction. And most importantly, the cited passage does not suggest that the bonding points may or should define "a total bonding area along the second direction greater than along the first direction" or that they may or should form "a uniform pattern of bond density in the first direction different from the uniform pattern of bond density in the second direction" as required by Applicant's independent claims.

Appl. No. 09/971,797

Amdt. dated January 20, 2004

The Examiner has attempted to supplement the teaching of the cited Lunn text with measurements made on the optical micrograph of FIG. 2. However the bonding areas 38 (formed by the individual rectangles 40, 42) show a large degree of irregularity and non-uniformity. In each case the measurements extend from an edge or center of one horizontally oriented rectangle to the edge or center, respectively, of a vertically oriented rectangle. The difference in the measurements made by the Examiner reflects to a large degree the difference in sizes of the rectangles as well as the spacing or gaps therebetween. These measurements are without import because they fail to take into account (i.e., compensate for) the differences in the dimensions of the bonding rectangles themselves. More appropriate measurements might be from one horizontal rectangle (center or edge) to another horizontal rectangle (center or edge) or from one vertical rectangle to another vertical rectangle. These more informative measurements - on a center to center basis - do not prove any difference in the horizontal separation between like horizontal rectangles or in the vertical separation between like vertical rectangles.

Perhaps most significantly, Lunn fails to suggest that his bonding pattern produces "a nonwoven fabric having high elongation in the first direction and low elongation relative thereto in a second direction normal to the first direction," as required by Applicant's claims. Applicant respectfully submits that the bonding pattern of Lunn is

Appl. No. 09/971,797
Amdt. dated January 20, 2004

designed to provide only the desired conformability of the tape to a wound (col. 1, lines 40-42; col. 2, lines 8-11).

FRENCH PUBLICATION

Applicant appreciates the rationale advanced by the Examiner in support of the anticipation rejection based upon the French patent publication, but respectfully submits that - - since the French patent teaches and discloses only the conversion of anisotropic web to an isotropic web, and does not teach or disclose the conversion of an isotropic web into an anisotropic web (as taught by Applicant) - - the proper basis of the rejection should be Section 103 rather than Section 102. Accordingly, if the Examiner intends to make a rejection of the claims of the present invention as obvious in view of the French patent, Applicant respectfully submits that the same be made in a non-final Office Action so that Applicant may present appropriate arguments against such a new rejection.

For example, in the context of an obviousness rejection, Applicant might wish to argue that a publication entitled "Process for Production of Essentially Isotropic Nonwoven Fabrics..." would not be considered analogous art to the present invention which is directed to a "process for the production of essentially anisotropic nonwoven fabrics," or that one would not consider analogous a reference which taught the use of bonding points elongated in the CD to reduce CD elongation where the present invention teaches the use of bonding points elongated in the MD to reduce MD elongation relative to CD elongation.

Appl. No. 09/971,797
Amdt. dated January 20, 2004

In any case, the French publication fails to disclose or suggest the present invention as claimed. The French patent teaches as its major considerations:

1. "orientation of the relief parts themselves" (where the relief parts of the raised roller surfaces are the bond-producing elements),
2. "the geometric configuration of the parts, especially the aspect ratio" (middle of page 6 through end of page 7), and
3. "the distances between adjacent projection parts and adjacent rows of projection parts" (paragraph bridging pages 7 and 8).

The three factors identified may ideally all work towards the same goal or some may work toward that goal and some may work away from that goal. Only Applicant teaches the fundamental unifying principle regarding the bonding points - however geometrically configured, however oriented, and however spaced (whether between adjacent points or adjacent rows of points) - namely, the principle of the bonding points "defining a total bonding area along the second direction greater than along the first direction" and the corollary thereto, "the bonding points forming a uniform pattern of bond density in the first direction different from the uniform pattern of bond density in the second direction." Claim 1 recites the rule qualitatively, and Claim 16 recites the rule quantitatively. UNDER THE UMBRELLA OF THE RULE, Claim 20 requires the gaps between bonding points being different in the two directions; Claim 21 requires the center-to-center separation between bonding points being greater in one direction than

Appl. No. 09/971,797
Amdt. dated January 20, 2004

the other; and Claim 24 requires the bonding point configurations being different.

Thus, the French patent makes specific points and teaches specific techniques which tend to produce the desired result, yet its fails to provide Applicant's overall umbrella or rationale which unifies the three factors or considerations enumerated in the French patent and causes them to operate successfully and cooperatively towards the common goal. The French patent discloses only a troika wherein one of the three horses may face rearwardly, rather than forwardly, to produce unpredictable results.

In view of the above amendments and remarks, reconsideration of the rejection and allowance of all claims is respectfully requested.

If an extension of time is required to enable this document to be timely filed and there is no separate Request for Extension of Time, this document is to be construed as also constituting a Request for Extension of Time Under 37 C.F.R.

§ 1.136(a) for a period of time sufficient to enable this document to be timely filed. Any fee required for such a Request for Extension of Time and any other fee required by this document pursuant to 37 C.F.R. §§ 1.16 and 1.17 and not submitted herewith should be

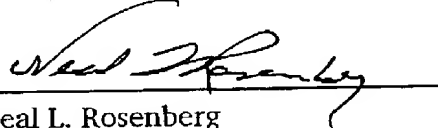
Appl. No. 09/971,797
Amdt. dated January 20, 2004

charged to the Deposit Account of the undersigned attorneys, Account No. 01-1785; any
refund should be credited to the same account. One copy of this document is enclosed.

Respectfully submitted,

AMSTER, ROTHSTEIN & EBENSTEIN LLP
Attorneys for Applicant
90 Park Avenue
New York, New York 10016
(212) 336-8000

Dated: New York, New York
January 29, 2004

By: 
Neal L. Rosenberg
Registration No.: 21,088